

JOB DESCRIPTION

Position: EXECUTIVE DIRECTOR

Definition: The Executive Director is the Chief Executive Officer of the Agency.

She/He is accountable to the Board of Directors and is the principal spokesperson for the entire Agency to the community at large.

General Responsibilities:

Develops all policy statements and detailed procedures which are to be implemented in accordance with the Agency's general policies enacted by the Board of Directors.

Responsible for program planning; develops detailed program plans for the agency, with the assistance of designated staff.

Submits a Mid-year General Progress Report to the Board of Directors.

Submits an Annual Program Plan to the Board of Directors for recommendations and approval.

Submits a General Twelve Month Work Plan to the Board of Directors encompassing the special areas of advocacy, fund raising, and program management.

Responsible for developing a coordinated community relations program.

Responsible for the implementation of the Agency's personnel management.

Ultimately responsible for the supervision of all staff.

Plans and develops fund raising activities both with the public and private sector and establishes appropriate relationships to facilitate the fund raising goals of the agency.

Qualifications:

A B.A./B.S. Degree in Social Science, Education, Public Administration, or related field;

Master's degree preferred;

At least (5) years professional experience in a related field.

At least three (3) years must be of managerial experience by which she/he could demonstrate a working knowledge of management, and organizational and supervisory ability.

Should display characteristics of leadership ability to solve diversified problems and communicate effectively with different audiences.

Strong communication skills both in English and Spanish-written and oral-is a must.

Salary:

Negotiable and by contract. This position is not subject to the Salary Compensation Program's Provisions.

EMPLOYMENT AGREEMENT

This agreement ("arrangement") made as of the 3rd day of November 1997 by and between ASPIRA, INC. OF NEW JERSEY, a New Jersey Corporation (hereinafter the "Company"), and William Colon (hereinafter the "Employee").

W I T N E S S E T H T H A T:

WHEREAS, the company desires to hire Employee as its Executive Director, and Employee desires to serve as the Company's Executive Director, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements herein contained, the parties hereby agree as follows:

1.0 Agreement to employ.-- The Company hereby agrees to employ Employee as its Executive Director, and Employee hereby agrees to serve the Company as its Executive Director, subject to the terms and conditions of this Agreement.

2.0 Term.--The term of this Agreement shall commence on the date hereof and shall expire on October 31, 1998 unless sooner terminated pursuant to the provisions of Section 6 hereof.

3.0 Duties

3.1 Employee shall serve as Executive Director of the Company and shall exercise such powers and perform such duties, not inconsistent with his position, as shall be assigned to him from time to time by the Company's board of directors, including, but not limited to, program planning and development, fund raising activities, proposal development, hiring, training and supervising the Company's personnel preparing budgets and overseeing the daily operation of the Company's facilities in Newark, Jersey City, Paterson, Trenton and Camden New Jersey. In the performance of his duties as Executive Director, Employee shall be given appropriate assistance and help by the board of directors.

3.2 During the term of his employment, Employee shall devote substantially all of his business time, attention, expertise and efforts to the business and affairs of the Company.

3.3 Employee shall assume all responsibilities with regards to all facilities annual rent or leased by the Company.

3.4 Employee shall serve the Company faithfully and to the best of his ability under the direction and control of its board of directors and its authorized agents.

3.5 Equipment--must be signed out through the Administrative Assistant with a monthly report of loaned equipment status.

4.0 Compensation,--

4.1 Salary,-- For all services rendered by Employee pursuant to this Agreement, the Company shall pay to Employee the following salary:

The Executive Director will be receive a base salary of \$50,000 per year. In addition to this the director will be eligible to receive from General Operating revenues, 1% of the first \$200,000 (a maximum of \$2,000) received by ASPIRA, Inc. of New Jersey. The director will then receive 5% of any General Operating revenues over \$200,000. In addition, if the Executive Director is able to develop a day/child care center, he will receive an additional 2.5% from the Center' (s) profit margin.

Example: If the director raises \$350,000 in General Operating revenues, he/she will receive \$2,000 for the first \$200,000 and 5% of the \$150,000 for \$7,500. The total salary for the director would be:

$$\$50,000 + \$9,500 = \$59,500$$

The rationale for this is that on the average we have been able to raise between \$185,000 - \$193,000 in G.O. for the past years and this money must first go to the agency for unreimbursible costs of the programs. The first \$200,000 is vital to running the agency and shall be restricted to G.O. If the director does his/her job, in terms of fundraising as prescribed then he/she may share in the benefits of their fundraising at the percentage noted in the contract. The payment

to the director from these additional revenues will occur after an assessment (every six months) is made of the actual monies raised.

Start bonus later?
All salary shall be payable in bi-weekly installments, or at such other frequency as shall be consistent with the Company's practices with other administrative or executive employees. Payment of salary shall be subject to normal employee deductions and withholding.

4.2 Pension-- Retirement Benefits
(401K/403b) will not be paid to the Executive Director, as per his request, until a similar plan can be established for the staff as whole. The monies will be set aside to be used as a contribution by the Executive Director to the Agency for building needs. The Executive Director and Board will revisit this item in 3 months.

4.3 Fringe Benefits--Employee shall be entitled to participate in all fringe benefit programs of the Company in the same manner and on the same basis as the other executive employees of the Company.

5.0 Vacation-- days will be accumulated at the rate of 1.5 per calendar month for a total of no more than 20 per year. There is no advance vacation policy.

5.1 Holidays--noted in the staff personnel manual.

5.2 Sick Leave--will be accumulated at the rate of 1 per calendar month for a maximum of 12 per year.

6.0 Termination of Employee

6.1 Separation--from the agency requires a detailed report as to pending proposals, grants, administrative obligations/reports, critical matters pertinent to agency functions and all equipment belonging to the Agency. The report will be submitted prior to release of the final check.

6.2 Resignation--Notwithstanding the provisions of Section 1.0, Employee may terminate his employment at any time during the term of this agreement without the Company's consent, upon 90 days prior written notice to the Company. In that case, Employee shall not be entitled to any additional compensation or bonuses for the time after which he ceases to be employed by the Company.

(2.5) 6.3 Equipment must be signed out through the Administrative Assistant with a monthly report of loaned equipment status.

6.4 Car Lease--requested by the Executive Director will also be revisited by the Board in 3 months. He personally will try to negotiate a lease agreement that will not impinge as the Agency budget.

6.5 The Executive Director is asked to provide a monthly report to inform the board of directors of the Executive Director of past and future activities. Reports are due at every board meeting unless otherwise requested by the board of Exec

IN WITNESS WHEREOF, the parties hereto have
duly executed this Agreement as of the day and year first above
written.

William Colon

ASPIRA, INC. OF NEW JERSEY

By: _____
Noemi Velazquez

ASPIRA, Inc.
OF NEW JERSEY

ESSEX COUNTY CENTER
390 BROAD STREET, NEWARK, NEW JERSEY 07104 • 973-484-7554 • FAX 973-484-0184



NOEMI VELAZQUEZ
CHAIRPERSON

November 12, 1997

WILLIAM COLÓN
EXECUTIVE DIRECTOR

BOARD OF DIRECTORS

CARLOS J. ALMA

HECTOR BONILLA

GENE CALDERON

MARIA H. COLON

JORGE S. CRUZ

MERCEDES DEL VALLE RANA, Ed. D.

MARYBEL HERNANDEZ

CARLOS E. JIMÉNEZ, Esq.

ANIBAL RAMOS

HECTOR ORTIZ

WANDA SAEZ

ROLANDO VELAZQUEZ

Hon. Vera Ames
Councilwoman, Fourth Ward
133 12th Avenue
Paterson, NJ 07501

Dear Councilwoman Ames:

You are cordially invited to a reception where our new Executive Director, Mr. William Colón, will be introduced to the Paterson community. Mr. Edwin Duroy, the new Superintendent of the Paterson Public Schools, has been invited to the reception.

It is with great pleasure that we ask you to join us in celebration the appointments of these two distinguished Puerto Rican/Latino gentlemen.

The reception will take place on Tuesday, November 18, 1997, from 5:00 to 6:30 p.m. at the Paterson Museum, 2 Market Street, Paterson.

We hope you will join us for this event.

Sincerely,

Alicia Maury

Alicia Maury, Program Coordinator
ASPIRA Paterson Center

Mercedes Del Valle-Rana
Mercedes Del Valle-Rana, Ed.D.
ASPIRA Board Member